

Travis E. Lynch (SBN 335684)
Email: lynch@rhmtrial.com
James F. McDonough, III (*pro hac vice*)
Email: jim@rhmtrial.com
ROZIER HARDT McDONOUGH PLLC
659 Auburn Avenue NE, Unit 254
Atlanta, GA 30312
Telephone: (404) 564-1866, -1862

Steven W. Ritcheson (SBN 174062)
Email: switcheson@insightplc.com
INSIGHT, PLC
578 Washington Blvd. #503
Marina del Rey, CA 90292
Telephone: (424) 289-9191

Jonathan L. Hardt (*pro hac vice*)
Email: hardt@rhmtrial.com
ROZIER HARDT McDONOUGH PLLC
712 W. 14th Street, Suite A
Austin, TX 78701
Telephone: ((210) 289-7541

Carey Matthew Rozier (*pro hac vice*)
Email: matt@rhmtrial.com
ROZIER HARDT McDONOUGH PLLC
500 K Street, 2nd Floor
Washington, DC 20005
Telephone: (404) 779-5305

*For Plaintiff FLEET CONNECT SOLUTIONS
LLC*

John J. Shaeffer (SBN 138331)
Email: JShaeffer@foxrothschild.com
Joshua Bornstein (SBN 311658)
Email: JBornstein@foxrothschild.com
FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
Telephone: (310) 598-4150

Gerard P. Norton (*pro hac vice*)
Email: GNorton@foxrothschild.com
Jonathan R. Lagarenne (*pro hac vice*)
Email: JLagarenne@foxrothschild.com
Cali R. Spota (*pro hac vice*)
Email: CSpota@foxrothschild.com
Jonathan J. Madara (*pro hac vice*)
Email: JMadara@foxrothschild.com
FOX ROTHSCHILD LLP
212 Carnegie Center, Suite 400
Princeton, NJ 08540
Telephone: (609) 896-3600

Lukas D. Toft (*pro hac vice*)
Email: LToft@foxrothschild.com
FOX ROTHSCHILD LLP
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402
Telephone: (612) 607-7336

Lauren B. Sabol (*pro hac vice*)
Email: LSabol@foxrothschild.com
FOX ROTHSCHILD LLP
500 Grant Street, Suite 2500
Pittsburgh, PA 15219
Telephone: (412) 394-5568

*For Defendant TELETRAC NAVMAN US
LTD.*

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FLEET CONNECT SOLUTIONS
LLC,

Plaintiff,

v.

TELETRAC NAVMAN US LTD.,
Defendant.

Case No. 2:24-CV-00939-JWH-DFM

~~PROPOSED~~ **STIPULATED
PROTECTIVE ORDER**

1 **1. STATEMENT OF GOOD CAUSE**

2 1.1. Statement of Good Cause: Disclosure and discovery activity in this
3 action are likely to involve production of confidential, proprietary, or private
4 information for which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation is warranted. Specific examples of
6 valuable information that is not publicly known include: (1) confidential licenses,
7 licensing terms, and other licensing strategies and related information; (2)
8 confidential sales, pricing, profit, and other financial information; (3) confidential
9 business, marketing, and strategic plans and forecasts; (4) confidential technical
10 information, including design, engineering and development documents; (5)
11 employee personal information, to the extent such information is produced and not
12 redacted; (6) trade secrets; (7) schematics or computer code and associated
13 comments and revision histories; and (8) other information that, if known, would
14 cause competitive harm to the producing party. The parties believe that good cause
15 exists to protect this information produced in discovery because disclosure of such
16 information would or could, among other things, allow competitors to gain
17 competitive advantage based on the confidential, proprietary, or public information.

18 **2. PURPOSES AND LIMITATIONS**

19 Disclosure and discovery activity in this action are likely to involve
20 production of confidential, proprietary, or private information for which special
21 protection from public disclosure and from use for any purpose other than
22 prosecuting this litigation may be warranted. Accordingly, the parties hereby
23 stipulate to and petition the court to enter the following Stipulated Protective Order.
24 The parties acknowledge that this Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from public
26 disclosure and use extends only to the limited information or items that are entitled
27 to confidential treatment under the applicable legal principles. The parties further
28 acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective

Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

3. DEFINITIONS

3.1. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

3.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

3.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

3.4. Designated House Counsel: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

3.5. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

3.6. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

3.7. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s competitor.

3.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 Information or Items: extremely sensitive “Confidential Information or Items,”
2 disclosure of which to another Party or Non-Party would create a substantial risk of
3 serious harm that could not be avoided by less restrictive means.

4 3.9. “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
5 Items: extremely sensitive “Confidential Information or Items” representing
6 computer code and associated comments and revision histories, formulas,
7 engineering specifications, or schematics that define or otherwise describe in detail
8 the algorithms or structure of software or hardware designs, disclosure of which to
9 another Party or Non-Party would create a substantial risk of serious harm that could
10 not be avoided by less restrictive means.

11 3.10. House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 3.11. Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.12. Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and have
18 appeared in this action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party.

20 3.13. Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 3.14. Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 3.15. Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 3.16. Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY,” or as “HIGHLY CONFIDENTIAL – SOURCE
4 CODE.”

5 3.17. Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 **4. SCOPE**

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.
13 However, the protections conferred by this Stipulation and Order do not cover the
14 following information: (a) any information that is in the public domain at the time
15 of disclosure to a Receiving Party or becomes part of the public domain after its
16 disclosure to a Receiving Party as a result of publication not involving a violation of
17 this Order, including becoming part of the public record through trial or otherwise;
18 and (b) any information known to the Receiving Party prior to the disclosure or
19 obtained by the Receiving Party after the disclosure from a source who obtained the
20 information lawfully and under no obligation of confidentiality to the Designating
21 Party. Any use of Protected Material at trial shall be governed by a separate
22 agreement or order.

23 **5. DURATION**

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4 **6. DESIGNATING PROTECTED MATERIAL**

5 6.1. Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under
7 this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. To the extent it is practical to do so, the
9 Designating Party must designate for protection only those parts of material,
10 documents, items, or oral or written communications that qualify – so that other
11 portions of the material, documents, items, or communications for which protection
12 is not warranted are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations
14 that are shown to be clearly unjustified or that have been made for an improper
15 purpose (e.g., to unnecessarily encumber or retard the case development process or
16 to impose unnecessary expenses and burdens on other parties) expose the
17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection at all or do not qualify for the
20 level of protection initially asserted, that Designating Party must promptly notify all
21 other parties that it is withdrawing the mistaken designation.

22 6.2. Manner and Timing of Designations. Except as otherwise provided in
23 this Order (*see, e.g.*, second paragraph of section 6.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial

1 portions of the testimony may qualify for protection, the Designating Party may
2 invoke on the record (before the deposition, hearing, or other proceeding is
3 concluded) a right to have up to 21 days to identify the specific portions of the
4 testimony as to which protection is sought and to specify the level of protection being
5 asserted. Only those portions of the testimony that are appropriately designated for
6 protection within the 21 days shall be covered by the provisions of this Stipulated
7 Protective Order. Alternatively, a Designating Party may specify, at the deposition
8 or up to 21 days afterwards if that period is properly invoked, that the entire
9 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY.”

11 Parties shall give the other parties notice if they reasonably expect a
12 deposition, hearing or other proceeding to include Protected Material so that the
13 other parties can ensure that only authorized individuals who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
15 proceedings. The use of a document as an exhibit at a deposition shall not in any
16 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
17 – ATTORNEYS’ EYES ONLY.”

18 Transcripts containing Protected Material shall have an obvious legend on the
19 title page that the transcript contains Protected Material, and the title page shall be
20 followed by a list of all pages (including line numbers as appropriate) that have been
21 designated as Protected Material and the level of protection being asserted by the
22 Designating Party. The Designating Party shall inform the court reporter of these
23 requirements. Any transcript that is prepared before the expiration of a 21-day
24 period for designation shall be treated during that period as if it had been designated
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
26 otherwise agreed. After the expiration of that period, the transcript shall be treated
27 only as actually designated.

28 (c) for information produced in some form other than documentary and for

1 any other tangible items, that the Producing Party affix in a prominent place on the
2 exterior of the container or containers in which the information or item is stored the
3 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a
5 portion or portions of the information or item warrant protection, the Producing
6 Party, to the extent practicable, shall identify the protected portion(s) and specify the
7 level of protection being asserted.

8 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party’s right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 7.1. Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time. Unless a prompt challenge to a
17 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
18 substantial unfairness, unnecessary economic burdens, or a significant disruption or
19 delay of the litigation, a Party does not waive its right to challenge a confidentiality
20 designation by electing not to mount a challenge promptly after the original
21 designation is disclosed.

22 7.2. Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process by providing written notice of each designation it is challenging
24 and describing the basis for each challenge. To avoid ambiguity as to whether a
25 challenge has been made, the written notice must recite that the challenge to
26 confidentiality is being made in accordance with this specific paragraph of the
27 Protective Order. The parties shall attempt to resolve each challenge in good faith
28 and must begin the process by conferring directly (in voice to voice dialogue; other

forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

7.3. Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived
2 the confidentiality designation by failing to file a motion to retain confidentiality as
3 described above, all parties shall continue to afford the material in question the level
4 of protection to which it is entitled under the Producing Party's designation until the
5 court rules on the challenge.

6 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 8.1. Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 case only for prosecuting, defending, or attempting to settle this litigation. Such
10 Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the litigation has been terminated, a
12 Receiving Party must comply with the provisions of section 15 below (FINAL
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons
16 authorized under this Order.

17 8.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this action, as well
22 as employees of said Outside Counsel of Record to whom it is reasonably necessary
23 to disclose the information for this litigation and who have signed the
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
25 A;

26 (b) the officers, directors, and employees (including House Counsel) of the
27 Receiving Party to whom disclosure is reasonably necessary for this litigation and
28 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, and
6 Professional Vendors to whom disclosure is reasonably necessary for this litigation
7 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
8 A);

9 (f) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary and who have signed the “Acknowledgment and Agreement
11 to Be Bound” (Exhibit A), **unless otherwise agreed by the Designating Party or**
12 **ordered by the court.** Pages of transcribed deposition testimony or exhibits to
13 depositions that reveal Protected Material must be separately bound by the court
14 reporter and may not be disclosed to anyone except as permitted under this Stipulated
15 Protective Order.

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information.

18 8.3. **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
19 **ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or**
20 **Items.** Unless otherwise ordered by the court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item
22 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
23 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
25 as employees of said Outside Counsel of Record to whom it is reasonably necessary
26 to disclose the information for this litigation and who have signed the
27 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
28 A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 8.4(a), below, have been followed;

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 8.3(b) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding

1 five years,¹ and (6) identifies (by name and number of the case, filing date, and
2 location of court) any litigation in connection with which the Expert has offered
3 expert testimony, including through a declaration, report, or testimony at a
4 deposition or trial, during the preceding five years.

5 (b) A Party that makes a request and provides the information specified in
6 the preceding respective paragraphs may disclose the subject Protected Material to
7 the identified Expert unless, within 14 days of delivering the request, the Party
8 receives a written objection from the Designating Party. Any such objection must
9 set forth in detail the grounds on which it is based.

10 (c) A Party that receives a timely written objection must meet and confer
11 with the Designating Party (through direct voice to voice dialogue) to try to resolve
12 the matter by agreement within seven days of the written objection. If no agreement
13 is reached, the Party seeking to make the disclosure to the Expert may file a motion
14 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
15 applicable) seeking permission from the court to do so. Any such motion must
16 describe the circumstances with specificity, set forth in detail the reasons why the
17 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
18 disclosure would entail, and suggest any additional means that could be used to
19 reduce that risk. In addition, any such motion must be accompanied by a competent
20 declaration describing the parties' efforts to resolve the matter by agreement (*i.e.*,
21 the extent and the content of the meet and confer discussions) and setting forth the
22 reasons advanced by the Designating Party for its refusal to approve the disclosure.

23 In any such proceeding, the Party opposing disclosure to the Expert shall bear
24 the burden of proving that the risk of harm that the disclosure would entail (under
25 the safeguards proposed) outweighs the Receiving Party's need to disclose the

26
27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
28 party, then the Expert should provide whatever information the Expert believes can be disclosed
without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 Protected Material to its Expert.

2 **9. SOURCE CODE**

3 (a) To the extent production of source code becomes necessary in this case,
4 a Producing Party may designate source code as “HIGHLY CONFIDENTIAL -
5 SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret
6 source code.

7 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –
8 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY
9 CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections
10 afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
11 information and may be disclosed only to the individuals to whom “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information may be disclosed,
13 as set forth in Paragraphs 8.3 and 8.4.

14 (c) Any source code produced in discovery shall be made available for
15 inspection, in a format allowing it to be reasonably reviewed and searched, during
16 normal business hours or at other mutually agreeable times, at an office of the
17 Producing Party’s counsel or another mutually agreed upon location. The source
18 code shall be made available for inspection on a secured computer in a secured room
19 without Internet access or network access to other computers, and the Receiving
20 Party shall not copy, remove, or otherwise transfer any portion of the source code
21 onto any recordable media or recordable device. The Producing Party may visually
22 monitor the activities of the Receiving Party’s representatives during any source
23 code review, but only to ensure that there is no unauthorized recording, copying, or
24 transmission of the source code.

25 (d) The Receiving Party may request paper copies of limited portions of
26 source code that are reasonably necessary for the preparation of court filings,
27 pleadings, expert reports, or other papers, or for deposition or trial, but shall not
28 request paper copies for the purposes of reviewing the source code other than

electronically as set forth in paragraph 9(c) in the first instance. The Producing Party shall provide all such source code in paper form including bates numbers and the label “HIGHLY CONFIDENTIAL - SOURCE CODE.” The Producing Party may challenge the amount of source code requested in hard copy form pursuant to the dispute resolution procedure and timeframes set forth in Paragraph 7 whereby the Producing Party is the “Challenging Party” and the Receiving Party is the “Designating Party” for purposes of dispute resolution.

(e) The Receiving Party shall maintain a record of any individual who has inspected any portion of the source code in electronic or paper form. The Receiving Party shall maintain all paper copies of any printed portions of the source code in a secured, locked area. The Receiving Party shall not create any electronic or other images of the paper copies and shall not convert any of the information contained in the paper copies into any electronic format. The Receiving Party shall only make additional paper copies if such additional copies are (1) necessary to prepare court filings, pleadings, or other papers (including a testifying expert’s expert report), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during a deposition shall be retrieved by the Producing Party at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

10.PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the subpoena
2 or order is subject to this Protective Order. Such notification shall include a copy of
3 this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with
7 the subpoena or court order shall not produce any information designated in this
8 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a
10 determination by the court from which the subpoena or order issued, unless the Party
11 has obtained the Designating Party’s permission. The Designating Party shall bear
12 the burden and expense of seeking protection in that court of its confidential material
13 – and nothing in these provisions should be construed as authorizing or encouraging
14 a Receiving Party in this action to disobey a lawful directive from another court.

15 **11.A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
20 CONFIDENTIAL – SOURCE CODE.” Such information produced by Non-Parties
21 in connection with this litigation is protected by the remedies and relief provided by
22 this Order. Nothing in these provisions should be construed as prohibiting a Non-
23 Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:

28 1. promptly notify in writing the Requesting Party and the Non-

1 Party that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 2. promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
5 specific description of the information requested; and

6 3. make the information requested available for inspection by the
7 Non-Party.

8 (c) If the Non-Party fails to object or seek a protective order from this court
9 within 14 days of receiving the notice and accompanying information, the Receiving
10 Party may produce the Non-Party's confidential information responsive to the
11 discovery request. If the Non-Party timely seeks a protective order, the Receiving
12 Party shall not produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Non-Party before a determination by the
14 court.² Absent a court order to the contrary, the Non-Party shall bear the burden and
15 expense of seeking protection in this court of its Protected Material.

16 **12.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
22 or persons to whom unauthorized disclosures were made of all the terms of this
23 Order, and (d) request such person or persons to execute the "Acknowledgment and
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25
26
27 ² The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this court.

1 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as
9 the parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted
12 to the court.

13 **14. MISCELLANEOUS**

14 14.1. Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the court in the future.

16 14.2. Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 14.3. Export Control. Disclosure of Protected Material shall be subject to
23 all applicable laws and regulations relating to the export of technical data contained
24 in such Protected Material, including the release of such technical data to foreign
25 persons or nationals in the United States or elsewhere. The Producing Party shall
26 be responsible for identifying any such controlled technical data, and the Receiving
27 Party shall take measures necessary to ensure compliance.

28 14.4. Filing Protected Material. Without written permission from the

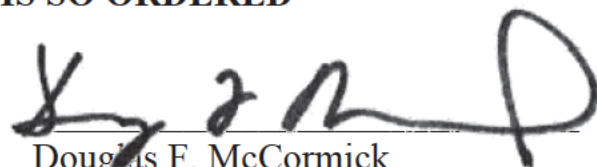
Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

15.FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 5, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

PURSUANT TO STIPULATION, IT IS SO ORDERED

DATED: August 20, 2024


Douglas F. McCormick
United States Magistrate Judge

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: August 16, 2024

Respectfully submitted,

/s/ Jonathan L. Hardt**

Steven W. Ritcheson (SBN 174062)
INSIGHT, PLC
578 Washington Blvd. #503
Marina del Rey, CA 90292
Telephone: (424) 289-9191
Email: switcheson@insightplc.com

Jonathan L. Hardt*
**ROZIER HARDT McDONOUGH
PLLC**
712 W. 14th Street, Suite A
Austin, TX 78701
Telephone: (210) 289-7541
Email: hardt@rhmttrial.com

James F. McDonough, III*
Travis E. Lynch (SBN 335684)
**ROZIER HARDT McDONOUGH
PLLC**
659 Auburn Avenue NE, Unit 254
Atlanta, GA 30312
Telephone: (470) 480-9505, -9514
Email: jim@rhmttrial.com
Email: lynch@rhmttrial.com

Carey Matthew Rozier*
**ROZIER HARDT McDONOUGH
PLLC**
500 K Street, 2nd Floor
Washington, DC 20005
Telephone: (404) 779-5305
Email: matt@rhmttrial.com

For Plaintiff FLEET CONNECT SOLUTIONS LLC

*admitted *pro hac vice*

** e-signed with express permission

Dated: August 16, 2024

Respectfully submitted,

/s/ Joshua Bornstein

John J. Shaeffer (SBN 138331)
Joshua Bornstein (SBN 311658)
FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite
900
Los Angeles, CA 90067

Telephone: (310) 598-4150
Email:
JShaeffer@foxrothschild.com
Email:
JBornstein@foxrothschild.com

Gerard P. Norton*

Jonathan R. Lagarenne*

Cali R. Spota*

Jonathan J. Madara*

FOX ROTHSCHILD LLP

212 Carnegie Center, Suite 400

Princeton, NJ 08540

Telephone: (609) 896-3600

Email: GNorton@foxrothschild.com

Email: JLagarenne@foxrothschild.com

Email: CSpota@foxrothschild.com

Email: JMadara@foxrothschild.com

Lukas D. Toft*

Email: LToft@foxrothschild.com

FOX ROTHSCHILD LLP

33 South Sixth Street, Suite

3600

Minneapolis, MN 55402

Telephone: (612) 607-7336

Lauren B. Sabol*

Email: LSabol@foxrothschild.com

FOX ROTHSCHILD LLP

500 Grant Street, Suite 2500

Pittsburgh, PA 15219

Telephone: (412) 394-5568

For Defendant TELETRAC NAVMAN US LTD.

**admitted pro hac vice*

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____[print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California in the case of *Fleet Connect Solutions LLC v. Teletrac Navman
US Ltd.*, 2:24-cv-00939-JWH-DFM. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name]
of _____ [print
or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____